

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

**ANTHONY PERNA,**

**Plaintiff,**

**v.**

**No. 1:22-CV-00292 MIS/KRS**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF BERNALILLO,**

**Defendant.**

**CONFIDENTIALITY ORDER**

This matter having come before the Court on the joint stipulation and agreement of the parties to allow the production by the parties of certain records, material and information while preserving the confidentiality of information either party considers sensitive and/or confidential, the Court finds that this Confidentiality Order is needed to protect sensitive and/or confidential information and to limit disclosure and use of such information and documents to this civil proceeding. Therefore, the Court hereby makes and enters the following Confidentiality Order protecting the sensitivity and/or confidentiality of certain documents and information which are or may be within the knowledge of the parties and which may be subject to discovery in this lawsuit.

**IT IS THEREFORE ORDERED:**

1. This Order shall govern the use and/or production and disclosure of certain records, information, documents, tangible things and materials (hereafter the "Confidential Material") which may be produced or disclosed during this litigation. The producing party shall designate Confidential Material, other than deposition transcripts, either by stamping

“Confidential” directly on the document to be protected, setting forth in a cover letter with any Confidential Material produced that such material is Confidential Material, or alternatively, by placing a cover sheet on the front of the Confidential Material produced, with the word “Confidential” typed, written or printed on such cover sheet. The identification of Confidential Material in any of these fashions shall mean that all materials or information produced with such cover letter or cover sheet shall be “Confidential Material” unless the producing party indicates otherwise.

2. The Confidential Material shall be disclosed only to the parties (or their officers, employees or agents) to whom it is necessary that such information be shared during the course of this litigation, attorneys for named parties (including their employees and independent contractors) and any witness in this action whose testimony may require knowledge of the confidential information, including outside expert witnesses and consultants employed by the parties or their attorneys for this action, so long any such witness signs a copy of this Order. All such persons shall use such Confidential Material solely for the purpose of this litigation and for no other purpose. By signing a copy of this Order each such person agrees to be bound by the terms of the Order and to be subject to the jurisdiction of this Court. Witnesses shall sign a copy of this Order prior to the receipt of Confidential Material, and the signed Order shall be served on opposing counsel and counsel to witnesses prior to any witness’ testimony (by deposition or at trial).

3. All Confidential Material provided by the producing party to any party or person in this lawsuit shall be destroyed at the termination of this lawsuit, whether by entry of final judgment by this Court, upon dismissal of this lawsuit, or upon final disposition by appeal, whichever is latest. A copy of the complete file for this litigation may be retained by each

party's legal counsel in accordance with the counsel's usual recordkeeping and security practices.

4. Nothing contained in this Order and no action taken pursuant to this Order shall prejudice the right of any party to contest the alleged relevancy, admissibility or discoverability of documents sought or subject to this Order.

5. Nothing contained in this Order shall preclude the producing party of any Confidential Material from using that Confidential Material produced by that party in any manner the producing party sees fit, or from revealing the Confidential Material to whomever the producing party chooses, without prior consent of any receiving party or of this Court.

6. The Order shall continue in full force as to all of the parties and persons subject to this Order during the pendency of this action and it shall survive any final judgment, dismissal, or final disposition by appeal, unless and until it is amended or superseded by express order of this Court.

7. Confidential Material may be disclosed to deponents during the course of their depositions. However, the attorney disclosing such material must advise the deponent on the record that, pursuant to this Order, such person may not divulge such confidential material to any other person. The attorney disclosing such material must then furnish a copy of this Order at the time of such deposition to the deponent. On receipt of such advice and a copy of this Order, the deponent will be under the same restrictions with respect to the Confidential Material as all of the parties hereto. Further, with respect to any deposition testimony concerning any Confidential Material, such deposition testimony portion shall be deemed confidential, and no deposition transcript portion deemed confidential shall be disclosed to any person except the deponents and those persons described in paragraph 2 of this Order.

8. The parties agree that they will not refer to or discuss the contents of the Confidential Materials in any pleadings filed with the Court unless those pleadings are filed through the court filing system so that the pleadings are only accessible by the Court and parties of record.

9. Nothing contained in this Order shall be deemed to preclude any party from seeking and obtaining, on appropriate showing, relief from this Order, additional protection with respect to the confidentiality of documents or other discovery material, or from providing by stipulation exceptions to this Order.



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KEVIN R. SWEAZEA  
UNITED STATES MAGISTRATE JUDGE

Approved and agreed to:

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